


<b>INVITATION TO BID</b>  STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		<b>BIDS WILL BE PUBLICLY OPENED:</b>  <div style="font-size: 1.2em; font-weight: bold;">DEC 01, 2009    10:00 AM</div>  PURCHASING AGENCY NO. :    107001  <b>SEE NO. 8 BELOW. RETURN BID TO</b>  <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> <span>2237470</span> <span>12/01/09</span> <span>Q42637L</span> </div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095  <div style="display: flex;"> <div style="flex: 1;">           BUYER : LILLIE CHRISTOPHER            BUYER PHONE : (225) 342-8024            DATE ISSUED : 11/05/09            REQ. AGENCY : 111PUR            GOV'S OFF OF HOME SEC &amp; EMER PREP         </div> <div style="flex: 1; text-align: right;">FOLD HERE--&gt;</div> </div> <div style="display: flex;"> <div style="flex: 1;">           AGENCY REQ. NO. :            ISIS REQ. NO. : 1326353            VENDOR PHONE :            FISCAL YEAR : 10            CLASS/SUBCLASS : 96601            SCHEDULED BEGIN DATE : 00/00/00            SCHEDULED END DATE : 00/00/00            T-NUMBER :         </div> </div>
=====> <b>VENDOR NO. :</b> <b>SOLICITATION :</b> 2237470 <b>FILE NO. :</b> Q42637L <b>OPENING DATE :</b> 12/01/09  <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"> <div style="position: absolute; top: 5px; left: 5px;">           =====&gt; <b>VENDOR NAME AND ADDRESS</b> </div> </div>  <div style="text-align: center; font-weight: bold; font-size: 1.1em;">             FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.           </div>		

ALL HAZARD COLORING BOOKS FOR PUBLIC  
OUTREACH/EDUCATION-GOHSEP

**TO BE COMPLETED BY VENDOR**

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BID BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

**INSTRUCTIONS TO BIDDERS**

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A \_\_\_\_\_.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \_\_\_\_\_ OR \_\_\_\_\_ 0% \_\_\_\_\_ OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ SEE DETAILS ELSEWHERE IN DOCUMENT \_\_\_\_\_
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>	<b>TITLE</b>	<b>DATE</b>
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none"><li>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;</li><li>B. BID FILLED OUT IN PENCIL; AND</li><li>C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</li></ul> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> <li>1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</li> <li>2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</li> <li>3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.</li> </ol>			

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<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE &amp; TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p><b>**ATTENTION:**</b></p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: <a href="http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp">HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP</a> ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p>			

<b>SPECIAL TERMS &amp; CONDITIONS</b>	<b>INVITATION TO BID</b>	
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4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

7 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE?    YES\_\_\_\_\_

SPECIFY LINE NUMBER (S) : \_\_\_\_\_

\_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

\_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE?    YES\_\_\_\_\_    NO\_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES\_\_\_\_\_    NO\_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

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<p>8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT <a href="http://WWW.EPLS.GOV">WWW.EPLS.GOV</a></p> <p>9 INSTRUCTIONS FOR SUBMISSION OF PRE-PRODUCTION SAMPLES</p> <p>A TOTAL OF FIVE (5) SAMPLES FOR THE COLORING BOOK IS REQUIRED. THESE SAMPLES SHALL BE THE EXACT COLORING BOOK IN EVERY ASPECT THAT THE BIDDER INTENDS TO SUPPLY TO THE AGENCY. THESE PRE-PRODUCTION SAMPLES MUST BE RECEIVED WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF THE AWARD.</p> <p>SAMPLES ARE TO BE FURNISHED AT THE VENDOR'S EXPENSE. THE PACKAGE SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER (Q42637L), SOLICITATION NO. (2237470), AND SENT TO:</p> <p>OFFICE OF STATE PURCHASING          ATTN: LILLIE CHRISTOPHER          1201 NORTH 3RD STREET          SUITE 2-160          BATON ROUGE, LA 70802</p> <p>THE STATE HAS THE AUTHORITY TO APPROVE/DISAPPROVE THE SAMPLES AND RETURN AT VENDOR'S EXPENSE. IF THE SAMPLES ARE DISAPPROVED, THE STATE, AT ITS OPTION, MAY REQUIRE THE CONTRACTOR TO MAKE THE NECESSARY CHANGES AT NO ADDITIONAL COST AND DELIVER THE REVISED SAMPLES WITHIN FIVE (5) DAYS OF NOTIFICATION OF DISAPPROVAL. IF THE SECOND PRE-PRODUCTION SAMPLES ARE DISAPPROVED DUE TO FAILURE OF THE CONTRACTOR TO EXECUTE THE NECESSARY CHANGES, OR IF THE CONTRACTOR FAILS TO DELIVER THE PRE-PRODUCTION SAMPLES WITHIN THE TIME ALLOWED, THE STATE SHALL HAVE THE OPTION OF CANCELLING THE AWARD OF THIS</p> <p>ANY UNUSED SAMPLES WILL BE RETAINED AT THE USING AGENCY FOR THE PURPOSE OF RECEIVING THE MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED AS A RESULT OF THE AWARD THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE.</p> <p>10 AWARD FORMULA: AWARD TO BE MADE TO THE OVERALL LOW BIDDER MEETING THE WRITTEN SPECIFICATIONS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO DELETE LINE ITEM(S) FROM AWARD.</p> <p>11 BID PRICES MUST BE FIRM FOR A PERIOD OF SIXTY (60) DAYS FROM DATE OF BID OPENING.</p> <p>12 ALL ART, COLOR SEPARATIONS, FILM, NEGATIVES, TAPES, FLOPPY DISKS, SPECIAL PLATES AND DIES ARE TO BECOME THE PROPERTY OF THE STATE OF LOUISIANA. SUCCESSFUL VENDOR IS TO FORWARD THESE TO THE AGENCY UPON COMPLETION OF THIS JOB.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID																										
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<div>13</div> <div>OVERRUNS AND UNDERRUNS-UNDER ORDINARY CONDITIONS, THE STATE OF LOUISIANA WILL APPROVE AN UNDERRUN OR OVERRUN NOT TO EXCEED:</div> <table><tbody><tr><td>UP</td><td>TO</td><td>50,000</td><td>-</td><td>10%</td></tr><tr><td>50,001</td><td>TO</td><td>100,000</td><td>-</td><td>8%</td></tr><tr><td>100,001</td><td>TO</td><td>300,000</td><td>-</td><td>4%</td></tr><tr><td>300,001</td><td>TO</td><td>500,000</td><td>-</td><td>3%</td></tr><tr><td>500,001</td><td>AND</td><td>OVER</td><td>-</td><td>2%</td></tr></tbody></table> <div>14</div> <div>QUALITY OF WORKMANSHIP AND STOCK-ALL ARTICLES FURNISHED AND WORK DONE MUST BE OF A FIRST CLASS QUALITY. THE USE OF POOR TYPE, POOR PRESSWORK OR THE USE OF A DIFFERENT COLOR OF INK FROM THAT ORDERED, INFERIOR BINDING, INFERIOR QUALITY OR MIS-MATCHED PAPER STOCK, A LESSER GRADE OF PAPER THAN THAT ORDERED, OR ANY OTHER DISCREPANCIES WILL BE SUFFICIENT CAUSE FOR THE REJECTION OF THE WORK AND FOR REFUSAL OF PAYMENT UNTIL THE CONTRACT CONTROVERSY IS RESOLVED.</div>				UP	TO	50,000	-	10%	50,001	TO	100,000	-	8%	100,001	TO	300,000	-	4%	300,001	TO	500,000	-	3%	500,001	AND	OVER	-	2%
UP	TO	50,000	-	10%																								
50,001	TO	100,000	-	8%																								
100,001	TO	300,000	-	4%																								
300,001	TO	500,000	-	3%																								
500,001	AND	OVER	-	2%																								

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237470 OPEN DATE : 12/01/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:            GOV'S OFF OF HOME SEC &amp; EMER PREP            GOHSEP            7667 INDEPENDENCE BLVD.            BATON ROUGE , LA 70806</p> <p>COMMODITY CODE: 966-01-000000</p> <p>COLORING BOOK, "GET A GAME PLAN"; FOR            EMERGENCY PREPAREDNESS OUTREACH AND            EDUCATION</p> <p>* APPROXIMATELY 28-PAGE PONY TABLOID            (24 PAGES + 4 COVER PAGES)            * DIGITAL PREPRESS CONVERSION FROM PDF            FILES.            * INKJET PUBLICATION PROOF FROM RIPPED            FILES.            * PLATING AND PRINTING ON 35" 50#            OFFSET WITH 4 PAGE COVER PRINTED ON            17-1/2" 60# GLOSS TEXT.            * PROCESS COLOR BOTH SIDES OF COVER,            BLACK INK ALL OTHER PAGES.            * SADDLE STITCHED; TRIMMED SIZE: 8-1/2"            11"            * BOXED - 250 PER BOX</p> <p>* PDF FILE MAY BE REQUESTED FROM:            MICHAEL VERRETT (GOHSEP)            225-485-2236            MICHAEL.VERRETT@LA.GOV</p> <p>* DELIVERY OF FINISHED PRODUCT IS TO BE            MADE WITHIN 30 DAYS OF NOTIFICATION OF            APPROVAL OF PROOF.</p> <p>* DELIVERY IS TO BE MADE TO:</p> <p>LOUISIANA STATE POLICE WAREHOUSE            290 EAST AIRPORT AVENUE            BATON ROUGE, LA 70806</p> <p>QUOTE PRICE FOR ADDITIONAL PRINTING OF            BOOKS IN EXCESS OF INITIAL 250,000 IN            QUANTITIES OF 1,000: \$ _____</p> <p>PRICE ALSO SHALL BE INCLUSIVE OF COST            OF PACKAGING AND DELIVERY.</p>	250000	EACH	_____	_____



PRICE SHEET		INVITATION TO BID			
NUMBER : 2237470 OPEN DATE : 12/01/09      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	***** REFER TO SPECIAL CONDITION NO. 9 FOR PRE-PRODUCTION SAMPLE REQUIREMENT. *****				